



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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May 5, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF A GRANT AGREEMENT AWARD WITH THE CALIFORNIA
ENDOWMENT**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the Director of Health Services, or his designee, to accept a Grant Agreement Award, substantially similar to Exhibit I, from The California Endowment in the amount of \$123,768 to fund the development of a cultural competency training curriculum for the Department of Health Services, effective upon the date of Board approval through March 31, 2006.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

In approving the recommendation, the Board is accepting a grant from The California Endowment (The Endowment), which will enable the Department of Health Services (DHS or Department) to design, pilot, and finalize a segmented approach to cultural competency training curriculum tailored to the specific interests and requirements of DHS clinicians, frontline support staff, organizational leadership and senior management.

FISCAL IMPACT/FINANCING:

The \$123,768 grant is effective upon the date of Board approval through March 31, 2006. Costs for this program in Fiscal Year (FY) 2004-05 will be absorbed within existing resources. Funding will be requested during the Supplemental Phase of the FY 2005-06 Budget process, and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On January 3, 2005, The Endowment invited DHS to submit a grant proposal to develop a cultural competency training program with actual implementation focus and coordination of best practices with other invited counties. On March 30, 2005, The Endowment made awards effective April 1, 2005 through March 31, 2006 to Los Angeles, San Francisco and Contra Costa counties.

Upon the Board's approval to accept the grant, the Department will: (1) design three segmented cultural competency trainings for DHS clinicians, frontline support staff, organizational leadership and senior management, (2) pilot the trainings in the LAC+USC Healthcare Network with a minimum of 50 participants in each segment, (3) revise and finalize the three training curricula for implementation throughout DHS, (4) exchange information and best practices in collaboration with the two other participating counties, (5) work with collaborating health departments and statewide associations such as the California Conference of Local Health Officers to disseminate the results of the project, and (6) participate in The Endowment organized conferences, and evaluation of these cultural competency training projects.

CONTRACTING PROCESS:

It is not appropriate to advertise receipt of a grant on the Los Angeles County Online Web Site as a business opportunity.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Acceptance of the grant will enable the Department to develop and implement cultural competency training programs to improve the provision of health services to DHS' culturally and linguistically diverse patient population.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,


Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:mi
cd3907.cal_endowment.wpd

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

ATTACHMENT A

SUMMARY OF GRANT AGREEMENT AWARD

The California Endowment

1. TYPE OF SERVICE:

The grant award will provide funding to design, pilot, and finalize a segmented approach to cultural competency training curriculum that is tailored to the specific interests and requirements of clinicians, support frontline staff, organizational leadership and senior management within the Department of Health Services.

2. AGENCY ADDRESS AND CONTACT PERSON:

Ignatius Bau, Program Officer
The California Endowment
101 Second Street Suite 2400
San Francisco, CA 94105
(415) 343-0222

3. TERM:

The grant award is effective on date of Board approval through March 31, 2006.

4. FINANCIAL INFORMATION:

The \$123,768 grant is effective upon the date of Board approval through March 31, 2006. Costs for this program in Fiscal Year (FY) 2004-05 will be absorbed within existing resources.

Funding will be requested during the Supplemental Phase of the FY 2005-06 Budget process, and will be requested in future fiscal years.

5. GEOGRAPHIC AREA TO BE SERVED:

The pilot training will be initiated in the First District, and implemented in all districts.

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Miya Iwataki, Director of Diversity Programs

7. APPROVALS:

Office of Diversity Programs:	Miya Iwataki
Chief Operating Officer:	Fred Leaf
Contracts and Grants Division:	Cara O'Neil, Chief
County Counsel (as to form):	Sharon A. Reichman, Principal Deputy County Counsel

SPECIFIC PROJECT

GRANT AGREEMENT

County of Los Angeles Department of Health Services

File Number 20043539

This Specific Project Grant Agreement (“Agreement”), upon execution on behalf of Grantee in the spaces provided for signature, will evidence Grantee’s agreement with and commitment to The California Endowment (“The Endowment”) as follows:

I. GRANTEE’S STATUS

This grant is specifically conditioned upon Grantee’s status as an eligible grantee of The Endowment in accordance with this Section I. Grantee warrants and represents that it is a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and is not a private foundation as defined in Section 509(a) of the Code. Grantee has provided The Endowment with a copy of IRS determination letter(s) evidencing its status as an eligible grantee and Grantee warrants and represents that such determination letter(s) are currently in full force and effect. Grantee will notify The Endowment immediately of any actual or proposed change in tax status, including any substantial or material change in sources of support for any taxable year affected by this grant, within the meaning of Section 1.170A-9 of the Treasury Regulations. Grantee warrants and represents that this grant shall not change Grantee’s status under Section 509(a) of the Code.

The foregoing paragraph shall not apply (and Grantee shall be an eligible grantee) if Grantee is an organization described in Section 170(c)(1) or Section 511(a)(2)(B) of the Code. For these purposes, an organization is described in Section 170(c)(1) of the Code only if it is a State of the United States, a possession of the United States, or any political subdivision of any of the foregoing (for example, a city or county), the United States, or the District of Columbia. For these purposes, an organization is described in Section 511(a)(2)(B) of the Code only if it is a college or university which is an agency or instrumentality of any government or any political subdivision thereof, or which is owned or operated by any government or political subdivision thereof, or by any agency or instrumentality of one or more governments or political subdivisions. As used in Section 511(a)(2)(B) of the Code, the term “government” includes any foreign government (to the extent not contrary to any treaty obligation of the United States) and all domestic governments (the United States and any of its Territories or possessions, any State, and the District of Columbia).

II. PURPOSE OF AWARD

Cultural Competency Trainings: To design, pilot and finalize a segmented approach to cultural competency training tailored to the specific interests and requirements of clinicians, frontline staff, and organizational leadership and senior management in Los Angeles County.

This grant is made only for the purposes described in this Agreement. The grant funds and any interest earned on the funds may not be used for any other purpose without prior written approval from The Endowment.

III. OBJECTIVES & EXPECTED OUTCOMES OF AWARD

Objectives

1. Design three segmented cultural competency trainings for clinicians; organizational leadership and senior management; and frontline support staff
2. Pilot the trainings at the Los Angeles County+University of Southern California Healthcare Network with 50 participants in each segment
3. Revise and finalize the three training curricula for implementation throughout LADHS
4. Exchange information and best practices in collaboration with Contra Costa Health Services and San Francisco Department of Public Health on their cultural competency trainings
5. Work with collaborating health departments and statewide associations such as the California Conference of Local Health Officers to disseminate the results of the project
6. Participate in TCE convenings and a cluster evaluation of these cultural competency training projects

Outcomes

- Increased knowledge and skills among LADHS in implementing cultural and linguistic competence
- Increased collaboration among leading local health departments on issues of cultural competency training

IV. EVALUATION

Process measures will be used to ensure timely completion of tasks such as the development and pilot testing of the curricula and the completion of each of the tasks as outlined in the project's timeline and workplan. An evaluation will be designed simultaneously with the training objectives and will include pre- and post-training evaluation tools for each of the three segmented trainings. The evaluation, especially during the pilot testing, will focus on improved tailoring of the trainings for the specific

types of participants and identifying key elements to be refined or revised. The evaluation will measure enhancements in knowledge and skills as a result of the trainings. One of the key evaluation questions will be whether this segmented approach to training is effective.

In addition, TCE will commission a cluster evaluation of the three local health department cultural competency projects for their effectiveness in improving cultural competency training in a health department environment. The focus of the cluster evaluation will be on identifying the keys for success and sustainability for cultural competency training at health departments.

V. AMOUNT OF AWARD

\$123,768, payable upon The Endowment's receipt of this executed Agreement.

VI. SPECIFIC PROJECT GRANT BUDGET

Grant funds are to be applied in accordance with the grant budget presented as **Exhibit A**.

VII. TERM OF AWARD

Grant funds are to be applied to expenses incurred for the period from **April 1, 2005** to **March 31, 2006**.

VIII. CONDITIONS OF AWARD

Grantee agrees that the award is subject to the following conditions.

- A. Reports. Grantee shall make a written report to The Endowment as of the end of its annual accounting period within which the grant or any portion thereof is received and all such subsequent periods until the grant funds are expended in full or the grant is otherwise terminated. Such written report shall describe in detail the use of the granted funds, compliance with the terms of the grant, and the progress made by the Grantee toward achieving the purposes for which the grant was made. Such reports shall be furnished to The Endowment within thirty (30) days after the close of the annual accounting period of the Grantee for which such reports are made. Within thirty (30) days after the use of the grant funds is completed, the Grantee shall make a final written report with respect to all expenditures made from the grant funds (including salaries, travel and supplies), and including the progress made toward the goals of the grant. All such reports must be signed by an officer of the Grantee.

The schedule of due dates for such written reports is as follow.

1 st Interim Report	Due Date: 10/31/05	Reporting Period: 4/1/05 – 9/30/05
Final Report	Due Date: 4/30/06	Reporting Period: 10/1/05 – 3/31/06

B. Identification of The Endowment. Grantee shall ensure that The Endowment is clearly identified as a supporting organization in all published material relating to the subject matter of the award. Grantee shall list The Endowment as a supporting organization in its annual report (if any). All proposed Grantee external communications regarding The Endowment shall be submitted first to The Endowment for its review and approval.

C. Expenditure of Award Funds.

1. Returns. Any funds not expended in accordance with the terms of this grant must be returned to The Endowment. Such return must be made within thirty (30) days following the grant's termination date.
2. Earmarking. This award is not "earmarked" within the meaning of Treasury Regulations Section 53.4945-2(a)(5)(i), to be used (a) in any attempt to influence legislation within the meaning of Section 4945(e) of the Code or (b) to engage in any other activity, directly or indirectly, that would result in the imposition of an excise tax on The Endowment pursuant to Chapter 42 of Subtitle A of Title 26 of the United States Code if engaged in by The Endowment itself. There exists no agreement, oral or written, whereby The Endowment may cause the Grantee to carry on propaganda, or otherwise attempt to influence legislation, to engage in any activity to influence the outcome of any specific public election, or to carry on directly or indirectly, any voter registration drive, to engage in any activity other than charitable activities specified in Section 170(c)(2)(B) of the Code, to make grants to individuals or organizations that would violate Section 4945(d)(3) or (4) of the Code, or whereby The Endowment may select the recipient to which the Grantee shall devote the award.
3. Prohibited Uses. Grantee may not use any of the funds from this award to (a) influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code, (b) make any grant which does not comply with Section 4945(d)(3) or (4) of the Code, or (c) undertake any activity for any purpose other than one specified in Section 170(c)(2)(B) of the Code.
4. Legislative Activities. The Grantee may not use any of the funds from this award to carry on propaganda or otherwise attempt to influence legislation (within the meaning of Section 4945(d)(1) of the Code), except as permitted pursuant to Treasury Regulations Section 53.4945-2(a)(6)(ii). If the specific project that is the subject of this grant will include any attempts to influence legislation, the Grantee shall provide The Endowment with both an overall budget for the entire project and a specific budget for this award that are true and accurate and that demonstrate that the total amount of all of the grants from The Endowment for this project do not exceed the total amount spent for activities of the project that are not attempts to influence legislation.
5. Program - Related Investments. In the case of a grant that is a program-related investment, the purpose of the investment is specified above. Grantee agrees to use the grant funds only for purposes of the specified investment and to repay any portion of the grant not used for such purposes, provided that, with respect to

equity investments, such repayment shall be made only to the extent permitted by applicable law concerning distributions to holders of equity interests. At least once a year during the existence of the program-related investment, the Grantee shall submit to The Endowment full and complete financial reports of the type ordinarily required by commercial investors under similar circumstances and a written statement signed by an officer of the Grantee that the Grantee has complied with the terms of the investment. Grantee shall maintain books and records adequate to provide information ordinarily required by commercial investors under similar circumstances and to make such books and records available to The Endowment at reasonable times.

- D. Return of Funds. Grantee shall return to The Endowment any unexpended award funds under the following conditions:
1. If The Endowment, in its sole discretion, determines that the Grantee has not performed in accordance with this Agreement and/or the Grantee's grant program or budget as approved by The Endowment; or
 2. If Grantee loses its status as an eligible grantee as described in Section I above.
 3. Any portion of the funding is not used for grant purposes.
- E. Records, Audits, Site Visits. Funds provided by The Endowment shall be accounted for separately in the Grantee's books and records. A systematic accounting record shall be kept by the Grantee of the receipt and disbursement of such funds. The Grantee shall retain original substantiating documents related to specific project grant expenditures and make these records available for The Endowment's review upon request. Grantee shall be responsible for maintaining adequate financial records of this grant program. The Endowment, or a designated representative, reserves the right, upon written notice, to audit Grantee's books and records relating to the expenditure of any funds provided by The Endowment as a specific project grant.
- F. Budgets. Expenditures of grant funds must be only for line items specified in the approved grant budget. Advance written approval by The Endowment must be received by the Grantee for disbursements deviating from the line items of the approved budget. Any interest earned on grant funds must be applied to the grant project purposes and must be reported to The Endowment.
- G. Temporary Investment of Grant Funds for Specific Project Grants. The temporary investment of grant funds pending expenditure for grant purposes shall be limited to the following authorized investments:
1. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
 2. Registered warrants or treasury notes or bonds of the State of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the State of California or by a department, board, agency, or authority of the State of California.

3. Bonds, notes, warrants, or other evidences of indebtedness of any local agency within the State of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.
 4. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
 5. Negotiable certificates of deposit issued by a nationally or California state chartered bank, a savings association or a federal association (as defined by Section 5102 of the California Financial Code), a California state or federal credit union, or by a California state-licensed branch of a foreign bank.
- H. No Further Obligations by The Endowment. This grant is made with the understanding that The Endowment has no obligation to provide other or additional support or grants to the Grantee.
- I. Public Reporting. The Grantee agrees to disseminate to interested publics, by using established channels of communication, pertinent information relating to the results, findings, or methods developed through this grant.
- J. Intellectual Property. All intellectual property produced as a result of this award shall be owned by The Endowment and disseminated for public benefit. Grantee shall be granted a non-exclusive, irrevocable, perpetual and royalty-free license to copy, distribute, create derivatives and otherwise use the intellectual property so produced for any purpose.
- K. Licensing and Credentials. The Grantee hereby agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities, and for its employees and all other persons engaged in work in conjunction with this award.
- L. Management and Organizational Changes. The Grantee agrees to provide immediate written notice to The Endowment if significant changes or events occur during the term of this award which could potentially impact the progress or outcome of the grant, including, without limitation, changes in the Grantee's management personnel or losses of funding.
- M. The Endowment Letterhead and Logo. Use of The Endowment letterhead or logo is prohibited without prior written consent from the Communications Department of The Endowment.
- N. Payment of Funds to Related Parties of The Endowment. No part of these grant funds shall be paid to any director, officer, or employee (or their family members) of The Endowment for any purpose.
- O. Meaning of Certain Terms. The term "specific project grant" has the same meaning as in Treasury Regulations Section 53.4945-2(a)(6)(ii). The term "earmarked" with respect to a grant means that the grant is given pursuant to an agreement, oral or written, that the grant will be used for specific purposes. The term "program-related

investment” has the same meaning as in Section 4944 of the Code and the Treasury Regulations thereunder.

IX. ACCEPTANCE OF AGREEMENT

The Endowment reserves the right to withhold or suspend payments of grant funds if the Grantee fails to comply strictly with any of the terms and conditions of this Agreement. This Agreement supersedes any and all prior written or oral agreements or understandings with respect to the subject matter hereof.

If this Agreement correctly sets forth your understanding and acceptance of the arrangements made regarding this grant, please countersign and return to The Endowment.

Accepted on behalf of County of Los Angeles Department of Health Services by:

_____	<u>Thomas L. Garthwaite, M.D.</u>
Authorized Signature	Printed Name

<u>Director and Chief Medical Officer</u>	<u>April 12, 2005</u>
Title	Date

Agreed to and Acknowledged on behalf of The Endowment:

<u>Ignatius Bau</u>	_____
Authorized Signature	Printed Name

<u>Director, Culturally Competent Health Systems</u>	<u>3/30/05</u>
Title	Date

Los Angeles County Department of Health Services - Grant No.: 20043539
Cultural Competency Trainings
 Grant Term: 4/1/05 - 3/31/06

Exhibit A

	Total Project Budget		Request to The Endowment		Approved Budget	
	04/01/05	03/31/06	04/01/05	03/31/06	04/01/05	03/31/06
	Year 1	Total	Year 1	Total	Year 1	Total
DIRECT COSTS						
<i>Personnel</i>						
Director DHS Diversity Program @ 25%	\$25,000	\$25,000	\$0	\$0	\$0	\$0
Secretary DHS Diversity Program @ 25%	\$10,000	\$10,000	\$0	\$0	\$0	\$0
Specialist Office of Diversity Program C&L @25%	\$16,144	\$16,144	\$0	\$0	\$0	\$0
LEP Administrator @ 25%	\$45,000	\$45,000	\$0	\$0	\$0	\$0
Fringe Benefits & Taxes	\$40,035	\$40,035	\$0	\$0	\$0	\$0
Total Personnel	\$136,179	\$136,179	\$0	\$0	\$0	\$0
<i>Non-Personnel</i>						
<i>Operating Expenses:</i>						
Meeting Costs	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000
Mailing/Faxing	\$600	\$600	\$600	\$600	\$600	\$600
Printing/Duplicating (materials/protocols/training/reports)	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Telephone/Internet	\$720	\$720	\$720	\$720	\$720	\$720
Training Materials/Supplies	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000
Travel expenses (incl. mileage)	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
Total Operating Expenses	\$28,320	\$28,320	\$28,320	\$28,320	\$28,320	\$28,320
TOTAL DIRECT COSTS	\$164,499	\$164,499	\$28,320	\$28,320	\$28,320	\$28,320
Indirect Cost: (@ 15%)	\$24,675	\$24,675	\$4,248	\$4,248	\$4,248	\$4,248
TOTAL DIRECT AND INDIRECT	\$189,174	\$189,174	\$32,568	\$32,568	\$32,568	\$32,568
OTHER COSTS						
Subcontractor - Project Manager (130 hours @ \$115/hr)	\$14,950	\$14,950	\$14,950	\$14,950	\$14,950	\$14,950
Subcontractor - Curriculum Development (Leadership/Admin Training)	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Subcontractor - Curriculum Development (Clinician Training)	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Subcontractor - Curriculum Development (Support Staff Training)	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Subcontractor - Training Facilitation (Leadership/Admin)	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Subcontractor - Training Facilitation (Clinician)	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Subcontractor - Training Facilitation (Support Staff)	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Consultant - Evaluation (70hrsx\$100/hr)	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000
Interpreters (@ \$25/hr)	\$300	\$300	\$300	\$300	\$300	\$300
Graphic Artist (16hrs x \$100/hr)	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800
Equipment (Laptop, Software, Printer, Portable LCD Projector)	\$4,150	\$4,150	\$4,150	\$4,150	\$4,150	\$4,150
TOTAL OTHER COSTS	\$91,200	\$91,200	\$91,200	\$91,200	\$91,200	\$91,200
GRAND TOTAL	\$280,374	\$280,374	\$123,768	\$123,768	\$123,768	\$123,768

APPROVED